

DEPARTMENT OF REAL ESTATE

PO Box 187000

Sacramento, CA 95818-7000

916 227-0770



November 21, 2008

Steven C. Vondran, Attorney
620 Newport Center Drive Suite 1100
Newport Beach, CA 92660

Re: Advance Fee Agreement

Dear Mr. Vondran,

This letter will acknowledge our receipt of the revised advance fee agreement and accounting format you submitted on behalf of Broker's Network Inc on November 17, 2008.

The Department has no objection to the broker's use of the advance fee agreement and accounting format **after the following corrections are made** and **a copy of the corrected agreement is sent to the Department.**

1. The broker must submit for our records a description of how the broker completion dates will be determined in item IV (example: no later than 10 days, no later than 30 days, etc).

Please note that any changes to the agreement or the accounting format must be submitted to the Department for review before it is used. Any promotional materials that the broker may subsequently wish to use will require our prior review, as well.

This letter does not constitute, nor may the broker make any representation that the Department of Real Estate has endorsed or approved any aspect of the broker's business activities.

Sincerely,

Sylvia I. Yrigollen
Senior Deputy Commissioner
Advance Fee Review Section

Broker's Network, Inc.

115 Race Street, San Jose, CA 95126

CLIENT ADVANCE FEE AGREEMENT

I. Introduction

Broker's Network Inc., (hereinafter "Broker") is a Company duly licensed in the State of California to practice real estate as referenced by California Broker license #01329509. The Designated Officer is Michael Mendoza, Broker ID #00917457. This is an advance fee agreement for loan modification services.

II. Advance Fee Requested

This Agreement is by and between _____ (Broker),
by and through its Designated Officer, Michael Mendoza, and
_____, and _____ (if any) the
Homeowner(s)/Borrower(s) (hereinafter "*Principal*") beginning this ____ day of
_____ month 200 ____, (Hereinafter "*Start Date*") in regard to the following loan(s):

FIRST MORTGAGE

Lender: _____ Loan#: _____

Lender Address: _____

SECOND MORTGAGE

Lender: _____ Loan#: _____

Lender Address: _____

THIRD MORTGAGE

Lender: _____ Loan#: _____

Lender Address: _____

Upon execution of this agreement by both Broker and Principal, Broker shall insert the date of the execution of this agreement as the "*Start Date*" in the *Services to be Completed* section (Section IV) referenced below. Broker shall also insert the date upon which each service specified below will be completed. The Failure by broker to complete any action within the stated deadline provided means that broker is not entitled to earn the fee associated with that activity.

In performing valuable and specified loan modification services on your behalf, Broker seeks to collect, and hereby requests an up-front or advance fee in the amount of **\$2,650 (TWO THOUSAND SIX HUNDRED AND FIFTY DOLLARS)**. *These funds shall be due and payable to Broker on or before _____.*

Payment shall be in the form of cash, check, money-order or any other form of payment acceptable to Broker. All sums of money collected hereunder shall be collected by Broker and broker shall immediately place such funds in Broker's Trust Account which is further identified below.

All fees collected by Broker shall not be deemed "*earned*" until and unless; (1) the services (specified below) are properly performed by Broker, (2) such services are performed within the stated timeframes as designated below, and (3) until such time as a verified accounting is made to Principal.

REFUNDS/CANCELLATION: The advance fee collected by Broker is refundable at any time upon written request by Principal to cancel this agreement to the extent such fees are not earned. Such written request to Cancel this agreement and seek a refund shall be made to Broker's address listed on the bottom of this Advance Fee Agreement. Broker is entitled to retain any earned fees designated below for services actually performed or rendered on your behalf which were properly performed within the stated timeframes. **ACCORDINGLY, THIS AGREEMENT MAY BE CANCELLED OR RESCINDED BY YOU AT ANY TIME BY WRITTEN REQUEST AS SET FORTH HEREIN.**

In addition, where Broker fails to perform any or all of the specified services as set forth below, or fails to perform such services within the required timeframes, Principal is entitled to a full refund of any and all fees not earned by Broker. Such refund shall be made by Broker to Principal within 5 business days to Principal's address on file with Broker.

MANDATORY DISCLOSURES

NOTICE: The amount or rate of fees specified in this agreement for services is not fixed by California law. Fees are set by each broker individually and are subject to negotiation between the client (principal) and the broker.

NOTICE: *California Civil Code Section 2945.5* prohibits any real estate licensee from claiming, demanding, charging, collecting, or receiving any compensation from a person whose residence is in foreclosure until all of the promised services have been fully performed and completed. **DO NOT SIGN THIS AGREEMENT IF A NOTICE OF DEFAULT HAS BEEN RECORDED AGAINST THE PROPERTY.**

Initials Initials

CLIENT (PRINCIPAL/PROPERTY OWNER) CERTIFIES THAT A NOTICE OF DEFAULT HAS NOT BEEN RECORDED AGAINST THE PROPERTY,

Initials Initials

III. Client Trust Account

Broker's Trust Account is identified as:

Bank of America
Account# 01578-67964
1510 The Alameda
San Jose, CA 95126
Phone (408) 277-7112

All funds advanced by you, and collected by Broker as set forth above, shall be immediately placed in Broker's Trust Account until such time as Broker may perform the specified loan modification services described in detail below.

Upon full performance of such services as described in **Section IV** below, and following the tendering of a verified accounting to Principal as required by California Business and Professions Code Section 10146, Broker shall be entitled to withdraw funds in the amount set forth below for the service(s) actually performed. In that event, the designated fee relating to the specified service shall be deemed earned.

Broker shall make a verified accounting to Principal at the end of each calendar quarter and at the completion of the contract.

In the event Broker does not perform each of the Services listed below, Broker shall refund to you any and all amounts not earned by Broker.

IV. Services to be Performed / Earned Fees / Completion Dates

Service to be Performed*	Estimated Fee for Service (Earned upon Full Completion and Verified Accounting)	Service Completion Deadline
(1) Initial Client Consultation / Discussion of services / Signing of Advance Fee Agreement / Open File	No Charge	Execution of Contract triggers "start date" Broker Insert Start Date

(2) Send Document Request to Principal / Authorization to Represent.	\$45.00	To be completed by: <u>Broker Insert Completion Date</u> (no later than 14 days after "start date")
(3) Receive Documents from Principal. Copy, Assemble and Review/Analyze	\$45.00	To be completed by: <u>Broker Insert Completion Date</u> (no later than 14 days after "start date")
(4) Create Client Financial Analysis (Debt to Income / Budget / Profit and Loss Statement)	\$295.00	To be completed by: <u>Broker Insert Completion Date</u> (no later than 14 days after "start date")
(5) Create Proposed Loan Modification for Lender Review	\$50.00	To be completed by: <u>Broker Insert Completion Date</u> (no later than 14 days after "start date")
(6) Advise on Hardship Letter, Collect & Review	\$65.00	To be completed by: <u>Broker Insert Completion Date</u> (no later than 14 days after "start date")
(7) Research Property Comps & Prepare and Submit Broker Opinion of Value (BPO) / Submit Foreclosure Cost / Benefit Analysis	\$175.00	To be completed by: <u>Broker Insert Completion Date</u> (no later than 20 days after "start date")

(8) Initiate Contact with Lender(s); Obtain Appropriate Lender Documentation; Submit Package; Create Lender Contact /Log Sheet	\$275.00	To be completed by: Broker Insert Completion Date (no later than 20 days after "start date")
(9) Pursue Ongoing Negotiation and Communications with Lender(s) and Principal as needed in an attempt to secure loan modification(s).	\$550.00	To be completed by: Broker Insert Completion Date (no later than 120 days after "start date")
(10) Coordinate & Receive Final Loan Modification Documents from Lender(s). Review for accuracy and submit to Principle for Signature. Finalize transaction.	\$150.00	To be completed by: Broker Insert Completion Date (no later than 120 days after "start date")
(11) Successful Transaction Fee (As discussed in Section V. below).	\$1,000.00	To be completed by: Broker Insert Completion Date (no later than 120 days after "start date")

Total Advance Fee Requested: \$2,650.00

Note: Service includes all letters including postage, assembly time and appropriate cover letters. Document scanning and filing is included. All phone calls include hold time, talk-time and log-sheet entry time. Fax preparation / fax coversheet time is also included.

V. Successful Transaction Closing Fee

Principal agrees that in the event Broker is successful in obtaining a loan modification for any loan(s) on behalf of Principal, including the 1st mortgage, 2nd mortgage and/or the 3rd mortgage, in a manner that allows Principal to keep their home and avoid foreclosure, Broker shall be entitled to a "*successful transaction closing fee*" in the amount of \$1,000. By executing the agreement below, Principal hereby agrees that

Broker has earned such fee at the time Principal signs the appropriate loan modification documents. IN THE EVENT BROKER IS NOT SUCCESSFUL IN OBTAINING A LOAN MODIFICATION(S) THAT ALLOWS PRINCIPAL TO AVOID FORECLOSURE BROKER AGREES TO RETURN WITHIN 5 BUSINESS DAYS THE \$1,000.000 (ONE THOUSAND DOLLARS) COLLECTED AS PART OF THE ADVANCE FEE.

VI. Parties Agree to Cooperate

Principal and Broker both understand and agree that a successful loan modification requires the cooperation and communication of both parties. Both parties agree to use their best efforts in accomplishing the objectives of the representation.

VII. No Guarantees, Promises or Warranties

Principal understands and agrees that there are no guarantees that any lender will agree to any loan modification or that they will agree on a modification on terms and conditions acceptable to Principal. Principal agrees that broker shall not be held liable for any failure to secure a loan modification, (or fail to secure a loan modification deemed acceptable to Principal) on behalf of Principal.

VIII. Party Signatures / Acknowledgement

By signing below, each party acknowledges their assent to each and every term of this agreement. If any portion of this contract is deemed unenforceable, all other non-offending terms shall survive. This agreement shall be effective upon execution by Principal and Broker ("*Start Date*").

Hereby Read, Understood and Agreed:

Principal

Date

Co-Borrower (if any):

Principal

Date

Michael Mendoza, Broker
Broker License #00917457

Date

California Department of Real Estate License #01329509

Broker's Network, Inc.

115 Race Street, San Jose, CA 95126

Client ("Principal") Trust Account Adjustment Notification

This Trust Account Adjustment Notification ("verified accounting") is being provided in order to; (a) provide you with an accounting of the advance funds Broker has collected; (b) provide you with an accounting of amounts expended for services rendered within stated deadlines and; (c) to provide you with an accounting of funds remaining in Broker's Trust account.

Principal(s) Name(s): _____

Today's Date: _____

Broker's Trust Account is identified as:

Bank of America
Account# 01578-67964
1510 The Alameda
San Jose, CA 95126
Phone (408) 277-7112

Client's First Mortgage

Lender Name: _____

Lender Address: _____

Loan Account#: _____

Date Package Submitted to Lender: _____

Client's Second Mortgage

Lender Name: _____

Lender Address: _____

Loan Account#: _____

Date Package Submitted to Lender: _____

Amount of Advance Fee Originally Deposited with Broker: \$ _____

Date Original Advance Fee Deposited with Broker: _____

Verified Accounting for Services Rendered

This is a Verified Accounting for Services Rendered from _____ to _____.

Description of Service Rendered:

_____.

Your account has been debited pursuant to the Broker-Client Advance Fee Agreement signed on:

_____.

Debit Amount: _____. Total debits to date are: _____.

Your remaining balance is: _____.

BROKER IS AUTHORIZED TO TRANSFER THESE FUNDS OUT OF YOUR CLIENT TRUST ACCOUNT WITHIN 5 BUSINESS DAYS OF YOUR RECEIPT OF THIS LETTER. IF YOU HAVE ANY QUESTIONS, CONCERNS, OR OBJECTIONS, PLEASE MAKE THEM KNOWN TO BROKER AS SOON AS POSSIBLE BY CONTACTING US AT:

(408) 280-1600

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Date and Place)

Michael Mendoza, Broker
Broker License #00917457